

REMARKS

Applicants are in receipt of the Office Action mailed April 7, 2004. Claim 36 has been amended. Claims 1-48 remain pending in the application. Reconsideration is respectfully requested in light of the following remarks.

Section 101 Rejection:

The Office Action rejected carrier medium claims 36-48 under 35 U.S.C. § 101 as failing to recite its computer readability. Claim 36 has been amended, in the interest of expediency, to include the phrase “computer readable carrier medium,” thus overcoming the rejection of claims 36-48. As such, removal of the 35 U.S.C. § 101 rejection of claims 36-48 is respectfully requested.

Section 102(e) Rejection:

The Office Action rejected claims 1, 13, 14, 26, 36 and 48 under 35 U.S.C. § 102(e) as being anticipated by Bowman-Amuah (U.S. Patent 6,289,382). For at least the following reasons, Applicants assert that pending claims 1, 13, 14, 26, 36 and 48 are not anticipated by Bowman-Amuah.

Bowman-Amuah teaches a system for delivering service via a globally addressable interface including a plurality of interfaces, each associated with a unique set of services, whose names are broadcast to a plurality of systems requiring service (Bowman-Amuah, Abstract). Bowman-Amuah also discloses a comprehensive survey of various technologies involved with developing and distributing object-oriented, distributed applications. However, Applicants submit that Bowman-Amuah fails to teach receiving a message in a data representation language sent to a client platform in the distributed computing environment from a service in the distributed computing environment, wherein the message includes a data representation language representation of an event generated by the service; and sending the data representation language

representation of the event to one or more processes registered to receive the event from the service.

The Examiner cites three passages in support of his assertions. The first (column 41, liens 1-14) describes a conventional use of XML for creating customized tags to identify different types of data on Web pages and for efficiently indexing and searching information in databases. The second cited passage (column 2, lines 21-40) describes a plurality of interfaces, each of which has a set of services associated with it and whose name is broadcast. The second passage also describes a naming service that broadcasts interface names or that allows systems to lookup interfaces by name. The final passage cited by the Examiner (column 69, lines 15-45) describe various Message-oriented Middleware communication methods includes Publish and Subscribe (also known as Push Messaging) wherein processes “register an interest in (i.e. subscribe to) certain messages or events.” Thus, messages are forwarded to all processes that subscribe to them.

The Examiner has shown that Bowman-Amuah teaches the conventional use of XML to create web pages and that Bowman-Amuah also teaches a publish-and-subscribe messaging paradigm. Applicants submit, however, that Bowman-Amuah fails to teach receiving a message in a data representation language sent to a client platform in the distributed computing environment from a service in the distributed computing environment. The use of XML described in Bowman-Amuah is not for messages between a client platform and a service. In contrast, Bowman-Amuah teaches the use of OLE/COM for such communications (column 103, lines 4-33).

Furthermore, Bowman-Amuah does not teach receiving a message in a data representation language sent to a client platform in the distributed computing environment from a service in the distributed computing environment, wherein the message includes a data representation language representation of an event generated by the service; and sending the data representation language representation of the event to one or more processes registered to receive the event from the service. Bowman-Amuah

only makes a brief mention of processes registering an interest in events. Nothing in Bowman-Amuah teaches or suggests a data representation language representation of an event in a message sent to a client platform from a service.

Applicants remind the Examiner that anticipation requires the presence in a single prior art reference disclosure of each and every element of the claimed invention, arranged as in the claim. M.P.E.P 2131; *Lindemann Maschinenfabrik GmbH v. American Hoist & Derrick Co.*, 221 USPQ 481, 485 (Fed. Cir. 1984). The identical invention must be shown in as complete detail as is contained in the claims. *Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989).

Thus, in light of the above remarks, applicants assert that the rejection of claim 1 is not supported by the cited art and withdrawal of the rejection is respectfully requested. Similar remarks as discussed above in regard to claim 1 apply to claims 14 and 36.

Section 103(a) Rejection:

The Office Action rejects claims 2-12, 15-25, 27-35 and 37-47 under 35 U.S.C. § 103(a) as being unpatentable over Bowman-Amuah in view of Bass et al. (U.S. 6,405,266) (hereinafter “Bass”). Applicants assert that pending claims 2-12, 15-25, 27-35 and 37-47 are patentable over the cited art for at least the following reasons.

Regarding claim 2, Applicants disagree with the Examiner and submit that neither Bowman-Amuah nor Bass, either separately or in combination, teach receiving a data representation language schema on the client platform, wherein said data representation language schema defines a message interface for a set of events generated by the service.

Bass teaches a method of message handling wherein a message broker exposes an API usable for both internal and external publishing of messages according to a publish-and-subscribe paradigm (Bass, column 4, lines 17-26).

The Examiner admits that Bowman-Amuah fails to teach receiving a data representation language schema on the client platform. The Examiner appears to rely on Bass in this regard; however, Bass contains no teaching or suggestion of receiving a data representation language schema on the client platform. Neither Bass, nor Bowman-Amuah, teach or suggest the receiving of a data representation language schema on the client platform wherein the data representation language schema defines a message interface for a set of events generated by the service. The combination of Bowman-Amuah and Bass clearly fails to teach a data representation language schema that defines a message interface for a set of events generated by a service.

Additionally, the Examiner states that Bass's internally republishing of event messages to subscribing processing (Office Action, page 5, line 20 – page 6, line 1) amounts to receiving a data representation language schema. The Examiner is clearly incorrect. Bass's teachings regarding internally republishing of event messages to subscribing processing have nothing to do with a data representation language schema that defines a message interface for a set of events generated by a service.

Further regarding claim 2, Applicants assert that neither Bowman-Amuah nor Bass, either separately or in combination, teach generating an event message endpoint for the client platform according to the data representation language schema, wherein said receiving a message and said sending the data representation language representation of the event to one or more processes are performed by the event message endpoint. As shown above, Bowman-Amuah and Bass, both alone and in combination, fail to teach a data representation language schema that defines a message interface. Additionally, neither reference, either alone or in combination, teaches the generation of an event message endpoint according to the data representation language schema.

Thus, in light of the above remarks, Applicants assert that the rejection of claim 2 is not supported by the cited art and withdrawal of the rejection is respectfully requested. Similar remarks as discussed above in regard to claim 2 apply to claims 15 and 37.

Regarding claim 3, Applicants disagree with the Examiner and submit that neither Bowman-Amuah nor Bass, either separately or in combination, teaches wherein the service is configured to send messages including data representation language representations of an event to subscribers to the event when the event is generated. As shown above, regarding claim 1, Bowman-Amuah fails to teach sending messages including data representation language representations of events. Applicants can find no teaching or suggestion in Bass of messages including data representation language representations of events. The Examiner has not identified any description in either Bowman-Amuah or Bass that teaches or suggests a service configured to send messages including data representation language representations of an event. The Examiner concludes that since Bass teaches “of an interface which is capable of receiving, delivering event messages in such a way that it is internally republished to subscribing processes” and that the process “can subscribe to an event type via the message broker ... [t]hereby the references teaches the event message endpoint subscribing to one or more of the set of events generated by the service, wherein the service is configured to sending messages including data representation language representations of an event...” Thus, Applicants assume the Examiner contends that the use of messages includes data representation language representations of an event is somehow inherent in Bass’ use of a publish-and-subscribe messages paradigm. The Examiner is incorrect. Data representation languages are not used in the prior art for event messages or to represent events.

Therefore, Applicants assert that Bowman-Amuah and Bass, separately or in combination, fail to teach wherein the service is configured to send messages including data representation language representations of an event to subscribers to the event when the event is generated. Thus, in light of the above remarks, Applicants assert that the rejection of claim 3 is not supported by the cited art and withdrawal of the rejection is respectfully requested. Similar remarks as discussed above in regard to claim 3 apply to claims 19 and 38.

Regarding claim 10, Applicants disagree with the Examiner and assert that neither Bowman-Amuah, nor Bass, either separately or in combination, teaches receiving the data representation language schema of the service in a service advertisement of the service. Applicants also note that the Examiner has failed to cite any particular passage in either Bowman-Amuah or Bass to support his contention. In fact, the only reference the Examiner makes to receiving a data representation language schema of the service in a service advertisement of the service is in the Examiner's statement that it would have been obvious to combine Bowman-Amuah and Bass. As shown above, neither Bowman-Amuah nor Bass provide any teaching or suggestion regarding a data representation language schema. Additionally, Applicants can find no teaching or suggestion in either Bowman-Amuah, or Bass, either separately or in combination, regarding a service advertisement. Applicants also note that the Examiner has not provided any arguments to suggest that they do. Thus, without a suggestion in either Bowman-Amuah, or Bass, applicants submit that the combination of Bowman-Amuah and Bass fails to teach receiving the data representation language schema of the service in a service advertisement of the service.

Thus, in light of the above remarks, Applicants assert that the rejection of claim 10 is not supported by the cited art and withdrawal of the rejection is respectfully requested. Similar remarks as discussed above in regard to claim 10 apply to claims 18 and 45.

Regarding claim 27, Applicants submit that Bowman-Amuah in view of Bass fails to teach a service process configured to: generate a message in a data representation language, wherein the message includes a data representation language representation of the event generated by the service process.

As shown above regarding claim 1, Bowman-Amuah fails to teach the sending of messages in a data representation language. Bowman-Amuah teaches only the conventional web page development use of XML, but teaches the use OLE/COM messaging (Bowman-Amuah, column 103, lines 4-33).

Further, Applicants disagree with the Examiner interpretation of Bowman-Amuah. The Examiner contends that when, under Bowman-Amuah, an application sends a message that is forwarded to subscribed processes (as described at column 69, lines 15-45), Bowman-Amuah is teaching “a service process configured to generate an event, generate a message in a data representation language, where the message includes a data representation language representation of the event generated by the service process.” Thus, the Examiner contends that the use of messages includes data representation language representations of an event is somehow inherent in Bass’ use of a publish-and-subscribe messages paradigm. Applicants, however, disagree with the Examiner and assert that prior art publish-and-subscribe systems, such as in Bowman-Amuah do not employ data representation language representations of events.

Applicants also disagree with the Examiner’s statement that Bass’ abstract teaches the distribution of the data representation language representation of an event by an event broker. Neither the abstract nor any other portion of Bass includes such teaching. The combination of Bowman-Amuah and Bass clearly fails to teach the distribution of a data representation language representation of an event.

Thus, in light of the above remarks, Applicants assert that the rejection of claim 27 is not supported by the cited art and withdrawal of the rejection is respectfully requested.

Applicants also assert that numerous ones of the dependent claims recite further distinctions over the cited art. However, since the independent claims have been shown to be patentably distinct, a further discussion of the dependent claims is not necessary at this time.

CONCLUSION

Applicants submit the application is in condition for allowance, and notice to that effect is respectfully requested.

If any extension of time (under 37 C.F.R. § 1.136) is necessary to prevent the above referenced application from becoming abandoned, Applicants hereby petition for such extension. If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5181-65700/RCK.

Also enclosed herewith are the following items:

- Return Receipt Postcard
- Petition for Extension of Time
- Notice of Change of Address
- Fee Authorization Form authorizing a deposit account debit in the amount of \$ for fees ().
- Other:

Respectfully submitted,



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